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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re: :  
: : Chapter 11  
DELPHI CORPORATION, et al., : : Case No. 05-44481 [RDD]  
: :  
: :  
Debtors. : : Jointly Administered  
: :  
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**JOINT STIPULATION AND AGREED ORDER  
DISALLOWING AND EXPUNGING PROOFS OF  
CLAIM NUMBERS 68, 69, 70, AND 72 (GW PLASTICS, INC.)**

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, including Delphi Automotive Systems LLC ("DAS LLC"), debtors and debtors-in-possession in the above-captioned cases (the "Debtors") and GW Plastics, Inc. ("Claimant") respectfully submit this Joint Stipulation And Agreed Order Disallowing and Expunging Proofs Of Claims Number 68, 69, 70 And 72 (the "Stipulation") and agree and state as follows:

**WHEREAS**, on October 8, 2005 (the "Petition Date"), the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended, in the United States Bankruptcy Court for the Southern District of New York; and

**WHEREAS**, before the petition date, Claimant incurred debt owing to DAS LLC in the amount of \$201,773 for services and/or goods provided (the "Payable"); and

**WHEREAS**, before the petition date, DAS LLC incurred debt owing to Claimant in the amount of \$156,987 for services and/or goods provided by Claimant to DAS LLC (the "Receivable"); and

**WHEREAS**, on October 21, 2005, Claimant filed proof of claim number 68 ("Proof of Claim 68") against DAS LLC, asserting an unsecured non-priority claim in the amount of \$120,455.83 and a priority claim in the amount of \$58,734.92 ("Claim 68"); and

**WHEREAS**, on October 21, 2005, Claimant filed proof of claim number 69 ("Proof of Claim 69") against DAS LLC asserting an unsecured non-priority claim in the amount of \$75,093.37 ("Claim 69"); and

**WHEREAS**, on October 21, 2005, Claimant filed proof of claim number 70 ("Proof of Claim 70") against DAS LLC, asserting an unsecured non-priority claim in the amount of \$235,648.50 and a priority claim in the amount of \$40,364.77 ("Claim 70"); and

**WHEREAS**, on October 22, 2005, Claimant filed proof of claim number 72 (“Proof of Claim 72” together with Proof of Claim 68, Proof of Claim 69 and Proof of Claim 70, the “Proofs of Claim”) against DAS LLC, asserting an unsecured non-priority claim in the amount of \$107,785.70 (“Claim 72 together with Claim 68, Claim 69 and Claim 70, the “Claims”); and

**WHEREAS**, on December 21, 2007, the Debtors objected to the Claims pursuant to the Debtors' Twenty-Fourth Omnibus Objection Pursuant To 11 U.S.C. Section 502(B) And Fed. R. Bankr. P. 3007 To (A) Duplicate Or Amended Claims, (B) Claims Not Reflected On Debtors' Books And Records, (C) Untimely Claims, And (D) Claims Subject To Modification, Modified Claims Asserting Reclamation, And Claim Subject To Modification That Is Subject To Prior Order (Docket No. 11588) (the “Twenty-Fourth Omnibus Claims Objection”).

**WHEREAS**, the Debtors and Claimant have reconciled all applicable prepetition invoices.

**WHEREAS**, to resolve the Twenty-Fourth Omnibus Claims Objection with respect to the Claim, Claimant and DAS LLC have agreed to enter into a settlement agreement (the “Settlement Agreement”).

**WHEREAS**, DAS LLC is authorized to enter into the Settlement Agreement either because the Claims involve ordinary course controversies or pursuant to that certain Order Under 11 U.S.C. §§ 363, 502, And 503 And Fed. R. Bankr. P. 9019(b) Authorizing Debtors To Compromise Or Settle Certain Classes Of Controversy And

Allow Claims Without Further Court Approval (Docket No. 4414) entered by this Court on June 29, 2006.

**WHEREAS**, pursuant to the Settlement Agreement, Claimant acknowledges and agrees that the Claims shall be disallowed and expunged.

**NOW, THEREFORE**, in consideration of the foregoing, the Debtors and Claimant stipulate and agree as follows:

1. Claimant shall be authorized to set off the amount of the Receivable, as reconciled in Exhibit "1", against the amount of the Payable, as reconciled in Exhibit "1", pursuant to section 553 of the Bankruptcy Code (the "Setoff") and paragraph 18 of the Final DIP Order.

2. The Claims shall be disallowed and expunged in their entirety.

3. The exercise of the Setoff and disallowance of the Claims results in a balance owing to DAS LLC of \$44,726 which Claimant shall pay to DAS LLC within three business days following the date hereof.

[signatures concluded on following page]

Dated: New York, New York  
March 27, 2008

DELPHI CORPORATION, et al.  
Debtors and Debtors-in-Possession,  
By their Bankruptcy Conflicts Counsel,  
TOGUT, SEGAL & SEGAL LLP,  
By:

/s/ Neil Berger  
NEIL BERGER (NB-3599)  
A Member of the Firm  
One Penn Plaza, Suite 3335  
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Dated: Minneapolis, Minnesota  
March 12, 2008

GW PLASTICS, INC.  
By its counsel  
HISCOCK AND BARCLAY  
By:

/s/ Eric Charlton  
ERIC CHARLTON  
One Park Place  
300 South State Street  
Syracuse, New York  
(315) 425-2716

**SO ORDERED**

This 8th day of April, 2008  
in New York, New York

/s/ Robert D. Drain  
HONORABLE ROBERT D. DRAIN  
UNITED STATES BANKRUPTCY JUDGE